P.F. 1893-94

G. R. S. IX-5]

Previous references. 1893-94

192 .

(L.C)

File No. 99 of 93

Serial Nos. 1-12

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-12

Report for ~~Part B for~~ July 1895—

SUBJECT.

Proposal for giving Solomon Gomes
Engaging Peons & Lascars for
Cadjan Packs.

Noted & returned.
Mk

WD 223—GP3—20,000—11-6-26

RD

(1)

1/

Precis

A. S no. 65 of 1894-95

Appellant: Sira Bomme gowda of Kadur Taluk.

~~Para of petitioner's case~~

one Guru Basave gowda was the registered Patel of Kanchakal village in Kadur Taluk. He died in 1881. On his death his widow Santhamma was registered as Patel and the appellant was appointed as her guardian. The order passed by Mr. Meikle John Deputy Commissioner on the 8th December 1882 appointing the appellant as guardian runs as follows :-

" The Patel's wife Santhamma being unable to look after the Patelship herself

Post the case for hearing - Issue notice to both parties

11/2/95

Entered in Register

Posted to 21st March

Issue notices to (1) Sira Bomme (petitioner) & (2) Santhamma (Respt)

21/2/95

3

V

that the claims put forward by the appellant to the office as independent hukoar were not valid and that they had not been recognized when the office was registered in the name of Santhamma.

The Deputy Commissioner thereupon ordered as follows:

16.4.93

"The complaint of the widow Santhamma (Registered Patel) against the gumasta Siva Bomme Gowda appears to be on account of the non-receipt of her portion of the Potgi as originally agreed upon and which question must be settled in a Civil Court. There appears no reason to remove the gumasta Siva Bomme Gowda against whom there is no complaint except that made by the widow. Siva Bomme Gowda will therefore continue to remain as Patel gumasta. During

the lifetime of the Regd
Kukoar Patel She cannot
transfer her kut to
any one else."

Santhamma thereupon
appeales to Government
against the above order
the Government then
passed the following
order:

"Government Consider
that non payment by
the Sumasta of the Sum
promised to appellant
for her maintenance
is a valid ground for
permitting the appellant
to remove him. The
Deputy Commissioner is
therefore requested to
Enquire into the truth
of the Sumasta's statement
that he liquidates appellants'
debt on her agreeing to
forego her maintenance
and dispose of the case
on its merits."

The Deputy Commissioner
then framed the following
issues:-

1 Did the Respondent

A. S No 13 of 1893
Santhamma
versus
Siva Bonnu

Propp no 19683/1858
15/18 may 1894

Rev mis case no 2
Santhamma
versus
Siva Bonnu &

✓

and having no children appointed Sira Bomme Gowda as gumasta. Appointment approved". Since the date of his appointment, appellant has been doing the functions as Santhamma's gumasta.

On the 27th September 1892 Santhamma presented a petition to the Amildar of Kadur that as the appellant had failed to pay her maintenance as stipulated, he should be removed and her husband's elder brother's son Bomme Gowda, should be appointed. On the 31st March 1893 the Amildar recommended to the Deputy Commissioner that Bomme Gowda ~~might be registered as Patel~~ as he was the principal heir and that the Patelli might be registered in his name. The Amildar also reported

(+) on the 25th April 1892 Sira Bomme Gowda appellant stated before the Amildar that Santhamma had borrowed Rs 200 from one Eyyanna Gowda for her daughter's marriage and had executed a bond, that as she had requested him (appellant) to liquidate that debt for her and promised to forego her share of Potgi in his favour as a set off against the interest on the said sum of Rs 200 he had accordingly liquidated that debt and withheld payment to her the share of Potgi, that he was the hukdar to the office and that during her lifetime he might be allowed to continue doing duties as gumasta and after her death the office should be registered in his name.

5

agree to pay the Appellant
1/2 the Potgi for her
maintenance when he
was appointed Sunasta
in 1882?

2 Did the Appellant
agree to forego her claim
to 1/3 Potgi for the future
in consideration of his
clearing her debt mentioned
in Exhibit No I?

3 Has the Respondent
cleared that debt for
the Appellant?

4 Is the Appellant
Entitled to 1/2 Potgi
for the years ~~between~~
1881-82, 82-83, up to 1885-86
both years inclusive,
and any Potgi for the
five years between
1887-88 and 1891-92
both years inclusive, or
any other relief?

5 Is the Suit barred
by Limitation?

is entitled to 1/3 share in the Potgi ever since the appointment of the Defts as her gumasta, and therefore entitled to the amount of 1/3 share of the Potgi for the 4 years between 1882-83 and 1885-86 both inclusive and for the amount of the 1/3 share of the Potgi for the 5 years between 1887-88 and 1891-92 both inclusive

5 The claim is not barred by limitation

The Deputy Commissioner recording the above findings ordered as follows:

"Therefore the Defts will pay to the Plff the arrears of maintenance as awarded above, failing which he will be removed from the gumastaship."

The present appeal to Govt is against this order. The following

Note
Appellt Siva Bamma
Govinda paid to
Santhamma 1/3 of the Potgi
in accordance with the
order passed by the Jamma
Bandi officer on the Complaint
of Santhamma in 1886.

23-8-94

amongothers,
are the grounds of
appeal:-

1 The Deputy Commr.
erred in having entertained the Plff's application
and in having adjudicated
thereon. The Plff ought to
have been referred to
the Civil Court.

2 The Deputy Commr.
erred in having treated
and looked upon appellt.
as a mere gumasta and
in having overlooked
his position, claim and
rights.

3 The Deputy Commr.
erred in having decreed
arrears of maintenance
in disregard to all rules
of limitation.

4 The Deputy Commr.
has erred in ordering
the removal of the appellt.
in default of paying
arrears and this order
is against the Revenue
laws & Rules prevailing
in the Province.

The deputy commissioner heard the parties examined their witnesses and recorded the following findings on the above issues.

1 The Defd did not agree to pay ½ Potgi for Plffs maintenance when he was appointed gumasta in 1882.

2 The Plff did not agree to forego her claim to ⅓ Potgi in future in consideration of his clearing the debt mentioned in Exhibit I.

3 The Defd has not cleared the debt for the Plff for which the latter executed Exhibit no I to Ayyanna Gouda.

4 Although the order of the jamabandy officer passed in 1886 gives no retrospective effect, yet in this case the Plff, in my opinion,

(i) Sira Somne Gouda applt stated before the Deputy Commr as follows:- "I did not agree to pay ½ Potgi to the Applt (Kantamma) when I was appointed gumasta. I did agree to pay ⅓ Potgi to her for her maintenance in 1884 to the order of the jamabandy officer. × × I have cleared that debt (Rs 200) and I have therefore ceased to pay any Potgi. × × I have cleared the debt in consideration of no Potgi being paid in the future and upon her giving me to understand that she would altogether give up her claim in my favor."

(2) Kantamma stated before the Dy Commr as follows:- "The Respt (Sira Somne Gouda) agreed to pay me for my maintenance ½ of the Potgi of the village. × × I see Exhibit I in which it is stated that I owe Rs 200 to Ayyanna Gouda. I admit the execution of the bond but I did not receive its consideration. I did not tell the Respt to clear this debt for me & to cease giving me any Potgi. I do not know whether he has cleared this debt. × ×"

9 5

5 The learned Commissioner's order is against law & weight of evidence.

[The appeal petition, judge's notes and the judgment are all in English]

10

Before the Government of *His Highness* the Maharaja of Mysore.

Appeal No. 65 of 1894-95.

Appellant.	Vs.	Respondent.
Srinivasa Bhimacharlu and another. Represented by Mr. C. Krishnaji Rao		Santamma

Notice served.
28. 5. 95

Decision.

I want the papers which
ed to be under the Jamma
bandi Officer. passed in 1892
for the payment of a third
of the Sholige as mani &, and
also Mora, if any, which
relate to the payments
the moneys in 1892-93. Send
for them alone.

11/6
6/6/95

Memo: Issued to A.D. Subhedar
11-6-95

Notice issued
of
5/6/95
Dy Sheristadar
Draft Book
Page 2/6

Submitted -
The Papers are in file No II
Record with docket No 833 & 29.6.95
On 7-11-86 Santamma
Subs. a petition & the Accounts

~~Verdingstract, datte~~ referring to the
order of Sessions the head had
been fined thereby, payment of a
third of the Estate & the penal order
of Bark, and thereby that Sivatm-
: Mesinha, her Servants, assigned &
pay her accordingly; that the said
Rebekah shall & continue in her
Service, and that one Sidrach
Sonda shall be appointed over Sivatm.
Nic Estate was assigned & the due-ji
appeal - En 29-1-86 the Interpreter
Sheldon & Secretary the parties - Sivat-
: Mesinha & Sidrach Sonda were
sworded in 11-2-86. Nic was fined
& Sentenced as he was ordered &
he in Bandeira Service Talk - She
was sworn in 5-2-86 but appealed
the warrant - En 10-2-86 Sivatmma
Sonda was examined by Jamabandi
Officer (Ch: Krishnayya) - He said that
that in the death of Sivatmma Sonda the Sheli
was registered in Sivatmma's name & he
was appointed Servant, that he had three
times been duly visited as Servant, that
he did all these duties Sivatmma had
asked for his assent & appointment &
another as Servant, that he was satisfied,
that it should be ordered that no in life
of Sivatmma the register No be in her name
& he stood as Servant, that he was willing
& ready for her maintenance whatever the pre-
-sent order was & the nature of Estate -
Col de Pinto, the Jamabandi Officer deposed
that formerly under the Portuguese Regime

of the Talak :- "In the Court of Sivakumaganda
the Registration Office of Sivagangai in the
District of Ramnad and the Court of Ramnad
at which respectively Sivakumaganda was
appointed Samasia in 882 - since
then he has been doing duties similar
during my complaint - He is com-
petent. He is also a Pakka as he
is Sivakumaganda's cousin. Santamma
has given a petition praying for the
removal of Sivakumaganda in the
formed that he does not give her
anything for her maintenance, &
for the appointment of one Sivanandha
She did not appear. Hence dent for -
Sivakumaganda does not give anything
apparently & pleads that he
pays Rs 5 only - Rest unpaid
as Samasia. He should pay Santamma
(illegible) arrears of the
petty amount.

Extract from the register of
petty disbursement for 1891-92 &
1892-93 - Payment on 31-5-93
Rs 5 was paid to Santamma and
Rs 5 Sivakumaganda's last to
Sivagangai & each item obtained in
the def. in red ink pencil - There is a note
in it as follows :- Payment made to
Santamma in accordance with
Sivakumaganda's statement of

16-12-86 agreeing to pay Rs 9 being given to her annually, and the Board's Officer order

[illegible]

[illegible]

Rhas been already held that the non payment of the maintenance amount is a sufficient ground for re-moving a pannata. This question need not therefore now be discussed-

From the terms in which Santamma applied for maintenance in 1886 it is evident that there was no contract of any kind at the time the present pannata was appointed. There is no reason why the order passed in 1886 should not have prospective effect. The award for the 4 years between 1882 & 1886 must be disallowed.

There is clear evidence that on 31-5-93 Rs 9 were paid to Santamma - It shows that there

15 Deposition of Kenchapal Potel Siva Bommepowda :- before the Amildar Kadur Taluk. (10)

I listened to the petition and also to the deposition of Santamma Registrar of Kenchapal Potel - read to me.

She has deposed that the Potel should be conferred registered in her brother-in-law Siva Bommepowda's name and that having failed to pay her one third of the Potel amount she dismissed my husband from Guardianship and conferred the Potel on Bommepowda.

The Potel was in my grandfather's name for a long time. After his death it was transferred to my father Neelakanta Powda's name. Neelkanta Powda continued in office till 1875. He having been informed by Govt. that the Potel office should be held by a literate man and myself and my younger brother having been yet boys then, Santamma's husband Siva Basave Powda was, in accordance with his request, appointed as his Gumasta. In 1878 the said Siva Basave Powda presented a petition stating that as he did not require the Potel it might be conferred on me. But my father having asked him that he should continue in office for two years more he died in 1880 when he died. Thereupon Santamma requested that the office should not be conferred on me and it should be conferred on

On Nanjappa brother of the present nominee Bommepowda her brother-in-law Lon. This was not Sanctioned - The Potelí was registered in Sankamma's name myself being appointed as her Sumasta (vide orders received 1882). Accordingly I have been doing duty till now. She has deposed that she has not received potí fi from me. But the said Sankamma had borrowed Rs. 200/= from Kallada Kalli Dyamme powda on account of her daughter's marriage and Executed a bond therefor - He having demanded her for the amount she asked me to pay him the amount. I accordingly liquidated the loan and got the bond back - In compliance with her request I have been deducting the potí fi amount of Rs. 3/= due by me towards interest on the above sum. She is in her father's house. Her brother Nanjappa told me that if I demitted the loan and paid her Rs. 200/= more he would get the Potelí conferred on me - if not he would have it conferred on others. I told him I would not pay. He told the Kak to Bommepowda above referred to. They are thus troubling me with a view to sell the Potelí Kak to him. The Potelí Kak belongs to me. My father had appointed Sankamma's husband to do duty - My old Kak may be conferred on me on pleading for and perusing the old references. She has no right - The said Sankamma is my Attige (brother's wife) She has requested the Appointment to be conferred

could have been no further
adjustment by the advance
of any loan - The award
for the years from 1887-1888 to
1891-92 is confirmed. The Dy
Com will get this money
deducted from the money due
to Swaboormanyan under an account
of his Tolegi and have the
same paid to Sankamma.
She should be warned not to
let the arrears accumulate
for a number of years. She should
ask for and receive payment generally when
the Tolegi amount is disbursed.

W. Willcocks
22-7-95

To Abdul Rahiman Sahib K.S.
21.7.95

Abdul Rahiman

Calendar to the 3rd Tamil Court
C.
22-7-95

Rec 24/7
Drafted
JKR 24/7

(General Serial No. 32.)

1893.

No. 115

Name of Petitioner. Gantamma, wife of Guru Basavaraj Gowda, by Mr. L. Venkatarama Iyer

Village. Kanchagal

Taluk. Kadur

District. Do.

Date of Arzi. 13th July

Date of Receipt. 14th July

Date of Disposal.

No. of Enclosures.

ABSTRACT.

Appeal against the order of the Deputy Commr. no: 1663. dated 14th April 1893 & prays that the Respondent, Siva Bommay Gowda, may be removed from the office as Gumasta & that the petitioner may be allowed to appoint her own Gumasta

7

Petition Branch
11/9/53

20

Submitted for orders
Grounds of appeal are
English - Translation
the deposition referred
therein & a genealogical
& office note prepared
the Dy Comrs office are
up.

(General Serial No. 30.)

1893. (3)

From

The Deputy Commissioner
Kadur District

To

The Chief Secretary to the Dewan
of Mysore.

Dated 6th

Despatched 9th September

Pet 276 ✓ Endorsed

19

MYSORE DEWAN'S OFFICE, 12/8/93

PETITION DEPARTMENT.

OFFICIAL MEMORANDUM (2)

The accompanying Petition No. 175 AJ 13
dated 13th July 1893 received at the Dewan's Office from Sakkamma, wife of Guru Basavaraj Gowda, of Kachigal, Kadur Taluk, appealing against the Kadur Deputy Commr's order No 1663 of 1892 declining to order the removal of the name Basavaraj Gowda from the Office of Shanbhogage Gumasta is forwarded, together with its one enclosure, to the Deputy Commissioner Kadur District, for submission of Proceedings with a report on the facts of the case and on the points taken in the petition. The petition should be returned.

I.R. 99-93-2

By Order,

Draft 15/8/93

15/8/93 BANGALORE, Aug 1893.

Chief Secretary.

M. G. C. P. Bangalore.—21-11-92—3,000.

From the same No 1639 6/9/93.

21

C 1/2/03
Case: 34/file

Deputy Commissioners Office
Kadur District
Dated Chikmagalur 6th September 1893.

From,
The Deputy Commissioner
Kadur District.

To,
The Chief Secretary
to the Government of Mysore,
Bangalore.

Sir,

In reply to your memo. No. 2876 dated 15/17th ultimo forwarding for report thereon Patel Lankiamma's petition appeal=ing against my order declining to order the removal of her grandchild Lingamma Gowda, and to register one Channe Gowda (her deceased husband's nephew) as Lankiamma's

I

since the case has been stated as in
follows:-

I - Facts of the case.-

1. On the death of the registered
Adel Emma Sarah Gamble on
5th June 88, the widow Sandhama
the present appellant was
registered Adel under the
following order passed by
the Resident on 5th December
1882.

"The Adel caste Sandhama
"being unable to bear
"after the Adel's death
"self, and having no
"children, affixed their
"name Gauda as Gamatha.
"officiating Adel."

2. Since the date of this appoint-
ment on 5th December 882.
their name Gauda has been
doing the duties, under as
Sanskrit Gamatha.

3. On 2-th September 1888 the
appellant

applicant Santhamma prayed
that the present Guardian
Sree Kanna Gowda should
be removed as he had failed
to pay her maintenance
said to have been promised
by him, besides having fallen
out with the rest of the
village, and was that one
Channe Gowda, the brother
of her deceased husband
Kempiah should be appointed
as Guardian.

4.- In the petition Land Guardian
Sree Channe Gowda stated
that he withheld the pay-
-ment of maintenance
to the applicant as he
considered a debt of Rs 200
due by her to one Channa
Gowda in lieu of agreeing to
which the amount of main-
-tenance (Rs 72 per annum)
towards

of the debt.

towards the interest, Chia Soume Gouda further prayed to be registered Caveator to consideration of his grandfather and father having been once before registered Caveator Caveat.

6. The Caveator disputed the prayer of the applicant arguing that a Caveat or Caution registration made by Chia Soume Gouda's father on the death of the applicant's husband was not granted.

6. Thereupon I passed the following order on 14th April 1893.-

"The Complaint of the Caveator Sawtaun (the registered Caveat) against the grant for Chia Soume Gouda appears to be on account of the non-receipt of the portion of the Postage as originally agreed

"agreed upon and which question
"must be certified, & limit of
"Court. There appears no reason
"to remove the injunction
"Comme Gueda appeared when
"there is no complaint except
"that made by the Respondent
"Lina Comme Gueda until
"Thursday, continue to remain
"as Court Gumasta. During
"the lifetime of the Registered
"Respondent Court, the Court
"reserves her right to any
"action."

II Point taken, in the Appeal petition:-

1. There are, almost the same
as three given under the head
"Facts of the case".

2. In spite of any document
to substantiate the claim
put forward by the Appellant
for maintenance, Lina Comme
Gueda does not deny it
though he brings in a

Circumstance

preference for some one else.
(vide para 5 of Land Revenue
Rules Section XLIII)

The appeal petition with
its enclosures, as also the entire
correspondence ending with
Kadúr Amildar's No. 2487, dated
16th June 1893, bearing on the
case, is herewith submitted.

I have the honor to be,

Sir,

Your most obedient Servant.

H H Sparks

Asst. Deputy Commissioner

Kadúr District

Copy

D.C.

circumstance in support of his
overpayment theory which may
or may not be true. The ad=
=judication of the claim if
any is a point for the settle=
=ment by a Civil Court only.
3. - Again it does not appear
necessary to go into the merit
of the statement given by
Lala Ganpat Sahai, which
the appellant says is untrue
as the case at present does not
involve the question of appoint=
=ment of Lala Ganpat Sahai
as Sarkar Sahai.
4. A sum inadvertently, or
=more the amount, which was
appointed originally for an
indefinite period by the
appellant himself and
who has been discharging
his duties well, cannot be
the matter now enforced a
preference

Petition Branch.
11/9/93 20

(General Serial No. 30.)

1893. 3430 (3)

P.161

From

The Deputy Commissioner
Kadúr District

To

The Chief Secretary to the Dewan
of Mysore.

Dated 6th

Despatched 9th September

Received

Enclosures No. 3 & 1 file of Ver. Papers

General No. 163 } 1893-94.
No.

Submitting Proceedings with a report on the facts of the case and on the points taken in the petition of Santha = mma wife of Gowda Basave Gowda of Kinchigal, Kadúr Taluk, appealing against the Deputy Commissioner's order declining to order the removal of one Sriee Bamme Gowda from Patel of Gunnathalish. —

Submitted for orders
the grounds of appeal are
English - Translation
the deposition referred
therein & a genealogical
tree & office note prepared
in the Dy Comr's office are
sup.

L.R. 99-93-3

B

Order

Govt consider the
non payment by the
Gumasta of the sum
promised to appt pr
on entrance is not
valid ground for the
ruling H. appt to remove him. —
H. Dy Comr
therefore requested to
enquire into the truth of
Gumasta's statement that
liquidated appts debt-
ter agreed to forego her
entrance & dispose
the case on its merits -
Pet 20/6/94

H. refers to H Dy Comr
has been requested to make
further enquiries in
disposal of the
case Pet

Received 15-7-93

Recorded

Received 13-7-93

Recorded

MYSORE DEWANS OFFICE.
PETITION DEPARTMENT.
REG'D. NO. 115
DATE 16-7-93

In Revision Petition No. 2d (9)

of 1893

18-5-94 The Commissioner Bangalore

A.S. No 13

Revenue appeal 93-94 Kolar

Appellant

Lankamma, wife of Gunn. Basavaraj Gowda residing at Kanchagal village, Kadur Taluk Chickmagalur District

Respondent

Siva Basavaraj Gowda, Patel Gumasta, residing at Kanchagal village, Kadur Taluk.

The Appellant aforenamed begs to appeal against the order of the Deputy Comr's No 1603 of 4th April 1893 for the following reasons:—

1. That the Deputy Commissioner erred in not removing the respondent as Patel Gumasta of the Appellant.

2. That the Deputy Commissioner erred in referring the Appellant to a Civil Court for the recovery of the monies due to her by the respondent.

3. That the Conduct of the respondent is not Consistent with the Conduct of a Gumasta towards his principal.

4. That the respondent defaced a facety before the Amildar of Kadur

as

as to the discharge of a certain debt due by the appellant while no such debt really existed.

5. That the respondent made a false statement in the same deposition that he was himself the Amildar.

For these reasons the appellant prays that the respondent may be removed from the office as Gumasta and that the appellant may be allowed to appoint her own Gumasta.

Bangalore
13th July 93

D Venkatramaiya
Advr for appt

Proofs of the Govt. Solicitor

(5)

8D

Read:

(1) Petition registered no. 115 dated 13th July 1993 from Sivalingam of Kuruthagal Kadus Taluk, appealing against the order communicated under Commissioner's letter dated 5th June 1993 directing Sivanadi Ganesh to remove himself from the Bourne Hill area.

(2) Letter no. 163 dated 6th September 1993 reporting on the petition.

L.R. 99-93-1

from the Commr. Kadus declined.

Order Recommended No. 19683 Dated 8.9.94 Ex/1858/15.

Govt. considers that non-payment of the sum promised to appellant for her maintenance is a valid ground for permitting the appellant to remove him. The Commissioner is therefore requested to enquire into the truth of the statement that he has made dated appellant's claim on her agreeing to forego her maintenance, and dispose of the case on its merits.

15/5/94

13/6/94

Copy of order sent to Petr. 9.6

Despatch

To the Commr. Kadus for information and necessary action. Petr. returned.

(General Serial No. 30.)

189

From

The Chief Secretary to the Dewan of Mysore.

To

Dated

Despatched

Received

Enclosures No.

General No.

No.

(General Serial No. 32.)

61

189

No. 1249

Name of Petitioner.

Village

Taluk.

District.

Date of Arzi.

Date of Receipt.

Date of Disposal.

No. of Enclosures.

ABSTRACT.

No. 115
a.s. 13

MYSORE DEWAN'S OFFICE,
PETITION DEPARTMENT,

15th May 1894

Endorsement granted to Soulamma, wife of Gira Basve Gowda, of Kanchagal, Kasaba Taluk

in reply to his Petition Registered No. 115 a.s. 13 dated 13 July 1893.

praying for the removal of the Shanbogi Gumasta Siva Bomme Gowda.

Petitioner is ~~informed that~~ referred to the Dy. Commr. who has been requested to make further enquiries and dispose of the case.

2. The Enclosure is returned.

L.R. 99-93-5

13/6/94

15/

"By Order"

15/5/94

for Chief Secretary.

M. G. C. P. Bangalore—6-3-94.—2000.

(2)

Gen. Serial No. 31.]

35

1894 7439

Pet 339

From The Deputy Commissioner,
Kadur District

To (8)

The Secretary to the
Dewan of Mysore.

L. R. 99-93-8

Dated 29th November

Despatched 5th/12

Received

Enclosures—No. Ver: received & 3 sm
(V. R. sent separately)

General No. 323 } 1894-95.
No.

Submitting the enclosed proceedings relating to Revenue Inis: Case No 2 of 1893-94, directing the Petitioner Sria Bomme Gowda, Patel Gumasta of Panchenahatti village, Kadur Taluk, to pay one Sauthamma 1/3 of the potige for the years claimed.

23.1.95
Precis sent
26.1.95

made default the Complt. sue
suit for the recovery
(1) of duty Patige for 1882-83
to 1885-86
(2) of one third Patige for
1887-88 & 1891-92.

Petr (who was defdt)
denied the agreement and pleaded
that he agreed to pay a third share
of Southamma Bridge, but insisted
to be released for such liability
that he paid for the first year as stated
in the plaint and not for the other
years as Southamma agreed &
that to discharge a debt of Rs 200
contracted by the former agreement
in consideration of his paying
up the share of the Patige, that he
accordingly discharged the debt and
that he is willing to pay the share
in future and that he was not liable
for Arrears claimed. He also pleaded
that the suit was barred

The D Court found that both
(1) the agreement alleged by Southamma
(2) the agreement pleaded by Petr
that Southamma paid the
would relinquish the share
He was of opinion that the suit was
not barred and directed Petr
to pay her 1/3 of the Patige for the
years claimed.

Defdt appeals on the grounds
(1) that the suit was not cognizable
by a Revenue Court
(2) that the suit was barred by limitation
(3) that he was a benamidar
and not a bona fide purchaser.

21/1874

(6)

Before the Government of Mysore.

Appellant. Respondent

1269 R[s] — Bomma Gowda. vs. Santhamma

15/11/99

K.S. 65 of 1894-95

Appellant. Lina Bommai Gowda, begs to appeal against the Judgment* of the Deputy Commr of Kadur for the following among other grounds.

*Rerune his case R[s] 20/1893-4

1. The family genealogical tree as admitted and enclosed herein, shews that appellant belongs to the elder branch of the family, and is the best entitled member to hold the office.
2. Appellant's father Neelakanta Gowda held the office upto 1874-75, when owing to old age & infirmity, had the office duties performed by the plaintiff's husband, a cousin member of the family, because at that time the appellant (his own eldest son) was a minor.
3. Plaintiff's husband died in 1882, and appellant, has been in office ever since.
4. Plaintiff at the instigation of appellant's enemies, claimed before the Jamalandy office in 1886, for half the Potigi for her maintenance, though she was not entitled

Pet √ (3) Dis

22/11/94

MYSORE DEWAN'S OFFICE

PETITION DEPARTMENT.

34

OFFICIAL MEMORANDUM.

L.R. 29-93-7

The accompanying Petition No. 1249

dated 15-11-94 received at the Palace Commissioner's

Dewan's Office from Sara Boramma (by Mr. C. Lakshmipathiah) Bangalore

applicant against the order of

the Deputy Commissioner in Rev. Misc. Case

No. 2 of 93-94, directing him to pay

the said Lakkamma, ~~Widow of the deceased~~ ~~Patel of the village~~ 1/3 of the Patel's

for the years claimed

is forwarded, together with its two

enclosures, to the Deputy Commissioner

Kadur District, for submission

of the entire Proceedings

relating to the case

2 The Petitioner should be returned

with the enclosures.

By Order,

Draft Commd

Chief Secretary.

BANGALORE,
15 Nov 1894

23.

M.G.C.P. Bangalore.—3-5-94.—1,000.

9. The Dy. Commissioner of Kadur district while finding that the alleged contract was not proved, decided that plaintiff was to be paid the arrears of Kotgi for the years 1882-83 85-86 86-87-88 & 1891-92 at one third of the Kotgi amount & that in default appellant was to be removed from office.

10. Appellant being dissatisfied with this order, begs to appeal to Government on the following, amongst other grounds, viz-

I. The Dy. Commissioner erred in having entertained the plaintiff's application, and in having adjudicated thereon the plaintiff ought to have been referred to the Civil Court.

II. The Dy Commissioner erred in having treated and looked upon appellant as a mere gumastah, and in having overlooked his position, claim & rights.

III. The Dy. Commissioner erred in having decreed arrears of maintenance in disregard to all rules of limitation.

IV. The Dy Commissioner has further erred in ordering that the appellant will be removed from office, in default of paying arrears; and this order is against the recent Laws & rules prevailing in the province.

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returned with its two Enclosures.

37 I have the honor to be,
Sir,
Your most Obedient Servant

H H Sparkes
Deputy Commissioner,
Gradúr District

A.J.

D.H.

really to any applicant in consideration of her deeding a widow's agreed to allow her a third for her maintenance and the farm hands offices so directed.

5. Applicant accordingly signed a deed of the Potgi in 18[illegible]. The Plaintiff who had got into debt with one Seanna Gowda, for the purpose of his daughter's marriage, asked the applicant to pay off the same in lieu of the maintenance allowance, to which applicant agreed.

6. Applicant, laid up and discharged the same and stand an endorsement of discharge on the back of the bond in I. duly signed by the said Seanna Gowda, attested by witnesses -

7. In 1892, Plaintiff, again at the instigation of applicant's enemies, chief of whom was Seanna Gowda Plaintiff again claimed for the said share against her engineering agreement, but at the suggestion and advice of the mediator of the Cairn, applicant, agreed to, and did, pay her the allowance, for the years 92, 93, 1893-94 -

8. Plaintiff then brought the present case - claiming therein the Potgi for all the remaining years, & has then first referred to, claiming his claim, on an alleged oral contract said to have been entered into by applicant - undertaking to give her a third share of the Potgi -

but refuses to pay him any sum as claimed by the Plaintiff for the four years between 1883 and 1886-86. & also for the five years between 1887-88 and 1891-92. and add that he agreed to pay him the plaintiff 1/3 share in the Potgi because she agreed to give up her Hak wholly in his favour.

I can place no reliance on the evidence of the witnesses cited on behalf of the plaintiff to prove the facts that the defendant agreed to pay to the plaintiff halfa share in the Potgi during the time of Jamabandy 10 or 12 years ago. They say they remember this, because they heard the conversation which passed between the parties outside the Jamabandy officer's tent where they were also present.

In the absence of any documentary evidence or dakhila to prove that the defendant did so promise to pay halfa share in the Potgi I cannot accept the vague oral testimony of the Plaintiff's witnesses to prove that such a promise was made. On the other hand from the orders of the

V The Dy. Commissioner has not properly appreciated the evidence adduced.

VI The Dy. Commissioner has not properly understood the nature of the case, or the circumstances, under which the claim was preferred

VII The Dy. Commissioner overlooked really important facts and circumstances, especially the fact that Govinda Pandu was a party to the proceedings.

VIII The Dy. Commissioner has erred in his finding issue no II as he has done also his finding on issue III & IV against the weight of evidence

IX The Dy. Commissioner's order is against law and weight of evidence

Appellant prays that the Dy. Commissioner's order may be reversed, and plaintiff's suit may be decreed with costs.

Bangalore
15th Nov 94

Chikkaputtee Iyah
Bar. at Law & Advt.
Appellant's Counsel.

Quarter Sessions
14/8/94
Dismissed

1 (5) 1.

In the Court of the Deputy Commissioner
Revenue Miscellaneous Case No 25 of 1893-94

Before M. Chathunni Sahib Esquire
Deputy Commissioner
Taliparamba District.

Plaintiff
Janthamma

Defendant
Kittanne Gowda

Judgment.

In 1892 the Plaintiff lost her husband who was the Pattil. The Plaintiff then appointed the defendant who was the Cousin of her husband as her Guardian. The Plaintiff alleges that the defendant then agreed to pay her half of the Poyji; but never fulfilled his promise. In 1893 the Plaintiff complained to the panchayat officer and an order was issued directing the Guardian (defendant) to pay to the Plaintiff one third share in the Poyji annually. The defendant accordingly paid to the Plaintiff 1/3 share of the Poyjiam. 1893 and discontinued.

The Plaintiff again complained to the Revenue Authorities and the defendant thereupon paid to the Plaintiff Rs 1/3 share in the Poyji for the year 1894-95.

the Jamindarody officer it is proved that the defendant was directed to pay to the plaintiff ⅓ share in the potgi and it is clear that the defendant did so agree to pay ⅓ share to the defendant, because he paid her that amount in the following year.

The defendant's excuse for not paying it in subsequent years up to 1892-93 is that he cleared the plaintiffs' debt contracted with Iyennay Gowda as per Exhibit No I on the understanding that he was required to pay no more potgi to the plaintiff if he cleared that debt.

But however he paid it to her in 1892-93 & 1893-94 at the permation of the Amildar - The plaintiff who admits having executed Exhibit No I to Iyennay Gowda affirms that she never received its consideration that the share Exhibit No II which shews that the defendant paid to Iyennay Gowda the Consideration of Exhibit No I is false - Iyennay Gowda affirms that he never paid to the Plaintiff the

when he was appointed her Gumasta in 188

With regard to the 2nd Issue:-

The Plaintiff did not agree to forego her claim to 1/3 potgi in future in consideration of his clearing her debt mentioned in Exhibit No I.

With regard to the 3rd Issue:-

The defendant has not cleared the debt for the Plaintiff for which the latter executed Exhibit No I to Iyenna Gowda.

With regard to the 4th Issue:-

Although the order of the Jamabandy Officer passed in 1886 gives no retrospective effect, but in this case the Plaintiff in my opinion is entitled to 1/3 share in the potgi ever since the appointment of the defendant as her Gumasta and therefore entitled to the amount of 1/3 share of the potgi for the 4 years between 1882-83 and 1885-86 both inclusive and for the amount of the 1/3 share of the potgi for the five years between 1887-88

the Plaintiff accepted one claim ½ share in the Patti for four years, that is from 1887-88 to 1890-91 (both inclusive) and one third share in the Patti for five years, that is from 1887-88 to 1891-92 (both inclusive)

The defendant denies having ever agreed to pay the Plaintiff half share in the Patti but admits having paid ⅓ share in the Patti in the year 1897 according to the order of the Samalbandy officer. Having done so the defendant explains that he ceased to pay her ⅓ share in the Patti in subsequent year, because the Plaintiff agreed to forgo her share in the Patti in consideration of the Defendant clearing her debt of Rs 200/- which she had contracted with Shyamay Gowda as per Exhibit No I. and which the defendant says he cleared. after this the defendant admits that he again paid to the Plaintiff ⅓ share in the Patti according to the order of the Amildar in 1892-93 and in 1893-94 and states that he is willing to pay the assessment to the Plaintiff in future years also; but

the consideration of Exhibit No I. & not having paid at the document remained to be in the possession of the Plaintiff after its execution. Jyenath also states that the Shara Exhibit No II made on Exhibit No I is a deception & that he never received the amount mentioned in Exhibit No I from the defendant but signed the Shara without knowing what it was. I look upon the Shara Exhibit No II with great doubt. The witnesses cited to prove the Shara do not satisfactorily prove to my mind that the defendant cleared the debt incurred by the Plaintiff by the execution of Exhibit No II. I must also point out that the Plaintiff is stated to have been present when the Shara Exhibit No II was written but her signature which would have been very material was not obtained and was considered to be unnecessary. Besides this there is no direct evidence anywhere to prove that the Plaintiff did at

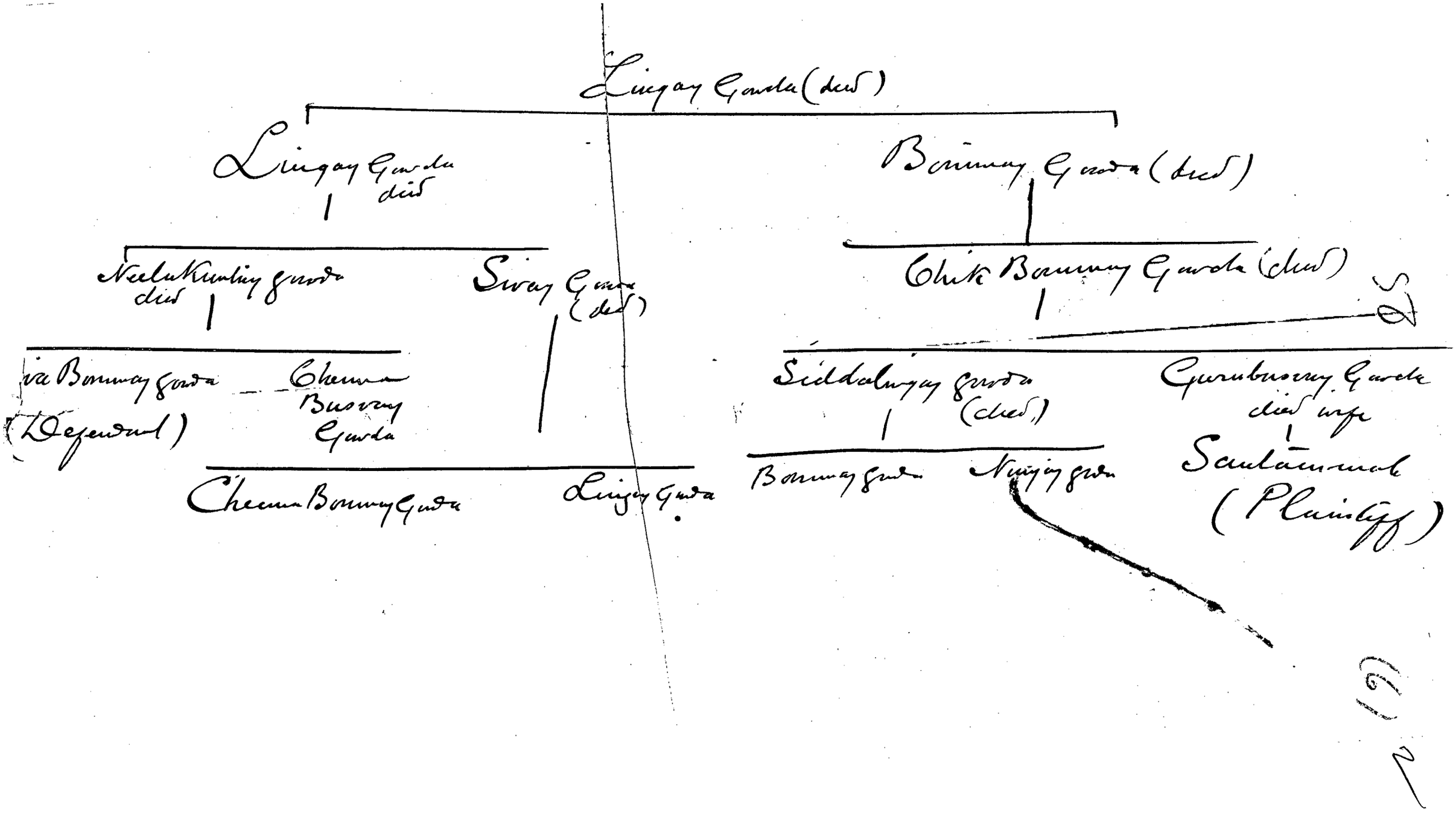
ans

any time stipulated with the defendant that he need not pay to her any profit provided he cleared the debt which she had contracted by the execution of Exhibit No I. or that she would give up her 1/3 in his favour altogether if he cleared the debt from again if the real agreement between the Plaintiff and the Defendant was that the latter should pay the former no more profit how is it that the defendant does pay to Plaintiff her 1/3 share in 1892-93 & even before the total amount of the profit to be set off does not ~~quite~~ come up to the total amount of the consideration of Exhibit No I which the Defendant says he liquidated on behalf of the Plaintiff & to day that it was on the persuation of the Amildar I cannot believe.

For these reasons I determine the respective issues as follows:-

With regard to the first issue- The Defendant did not agree to pay 1/2 the profit for Plaintiff's maintenance

when


Linga Gowda (dec'd)
Linga Gowda dec'd
Neelakanta Gowda dec'd
Siva Gowda (dec'd)
Chikka Bommu Gowda (dec'd)
Siddalinga Gowda (dec'd)
Gurubasava Gowda dec'd wife
Sankamma (Plaintiff)
Chenna Bommu Gowda
Linga Gowda
Bommu Gowda
Nanja Gowda
(Defendant)
Chenna Basava Gowda
6
2

and 1891-92 both inclusive -

With regard to the 5th Issue -

The claim is not barred by Limitation

Therefore the Defendant will pay to the Plaintiff the arrears of maintenance as awarded above failing which he will be removed from the Gamaratship

(Signed) K Mahammed Ali
Offg: Deputy Commr

23/8/94

"True Copy"

Comps Sam.

H H Parkes
Deputy Commissioner
Kadur District

Copy applied for by Mr Gundappa on 28-8-94
Do ready for delivery " 6-9-94
Do. delivered " 12-9-94
No. of words 1605
Amount of fees. 1-9-6
Comps fee " 0-5-8
1-15-2

57

The Deputy Commr
Kadur District
No 2333 / P.7.98-94 dt 11.6.95
His letter No 323 dated
29th November 1894 submitting
the proceedings connected with
the appeal of Lin. B. Nanjunda
of Kunchapal Kadur Taluk.

With reference to the above
has the honour to request that
the Deputy Commr will be
good enough to forward to this
office without delay, the papers
which led to the order by the
Jamabandi Officer issued
in 1886 for the payment of
a third of the Potgi, as
Maintenance, and also
those, if any, which relate
to the payment of the money
in 1892-93.
The records received with the above are
returned herewith by Order

Draft
Commr's order dt 12.6.95
dt 13/6

Revenue Secretary.
14/6

L.R. 22-23-9

(General Serial No. 30.)

OFFICE OF THE
15405
2 JUL 1895
Pol: 764
GOVERNMENT OF MYSORE

189

From The Deputy Commissioner
Bangalore District

To (10)
The Chief Secretary to the Revenue
Government of Mysore.

Dated 29th June 95

Despatched 2nd July 95

Received

Enclosures No. Sent by Parcel post

General No. 833
No.

I am called for in this docket Pr 23338 dated 5th instant 5-8-94 to submit my recommendations regarding the papers which lead to the ordering the Commissioner Officer, issued in 1880, for the payment of a third of the Sotigi or maintenance to Tantanna, registered Patel of the Nandagal village and also extract from the Sotigi Payment Register relating to the payment of the money in 1892-93.

2. The records connected

Has the Board received the Records called for? The reports of the Inspectors not yet received.

Draft letter submitted for approval

The records were received & the duty was performed

Submitted to the Revenue Commissioner with the file

with the case are herewith
recommitted.

53

Deputy Commissioner
Workers' Bureau

55

Order Recon: - In 1306. of 24.9.91

It has been already held that the non-payment of the maintenance amounts is a sufficient ground for removing a Jamadi. This question need not therefore now be discussed.

2. From the terms in which Santamma applied for maintenance in 1886 it is evident that there was no contract of any kind at the time the present Jamadi was appointed. There is no reason to give the order passed in 1886 retrospective effect. The award for the 4 years between 1882 and 1886 must be disallowed.

3. There is clear evidence that on 31st May 1873 Rs 3 were paid to Santamma. It shows that there could have been no prior appointment by the advance of any loan. The award for the years from 1887-1888 & 1891-92 is confirmed.

The

The Deputy Commissioner will get the money deducted from the money due to Sivaramane Gowda on account of his Patti and have the same paid to Sivaramma. The Amin of the ward not to let the arrears accumulate for a number of years. He should settle and receive payment generally when the Patti amount is disbursed.

C
25-7-95

Draft.

C
1+2

Rev: Secy.

To The Dy. Commr. Kadur Dt.
with records.

S.M.R.
24/7.

24/7

57

(12)

12 49

A.S. 65-94-95

L.R. 99-93-12